

EXHIBIT C

SCHMUCK, SMITH, TEES & CO., P.C.
A Professional Corporation
Certified Public Accountants

3500 WASHINGTON AVE., SUITE 200
HOUSTON, TEXAS 77007-5945
(713) 880-4900
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November 16, 2018

HouTex Builder, LLC
415 Shadywood, LLC
2203 Looscan Lane, LLC
c/o Mr. Charles C. Foster
17 Courtlandt Place
Houston, Texas 77006
713.335.3904
cfoster@FosterGlobal.com

Re: Engagement Agreement, HouTex Builder, LLC *et al.*, Case No. 18-34658 (Bankr. S.D. Tex.)

Dear Mr. Foster:

This letter will confirm our discussions and the engagement of Schmuck, Smith, Tees & Co., P. C. (“SST”) to assist HouTex Builder, LLC, 415 Shadywood, LLC, and 2203 Looscan Lane, LLC (collectively, the “Debtors”) in the above-mentioned bankruptcy case. As such, we have been retained by Debtors, to whom all reports, communications, and work product will be submitted. The services we may provide will be those listed in the application to employ SST ultimately approved by the U. S. Bankruptcy Court for the Southern District of Texas. The services, if requested by the Debtors, will include:

- a. Prepare the Debtors’ monthly operating reports;
- b. Bookkeeping services;
- c. Prepare proposed debtor-in-possession financing budgets;
- d. Facilitate obtaining post-petition insurance;
- e. Facilitate with opening post-petition bank accounts;
- f. Forensic accounting and analysis, including tracing and analysis of transfers to and from the Debtors.

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- g. Advise on tax issues and prepare any necessary tax documents
- h. Confirm closing statements for the real estate closings

All work papers or other documents used by us during the course of this engagement will be maintained in segregated files. It is not our practice to retain Debtors' files for extended periods of time. The files will need to be retrieved by the Debtors when our work is finished. Our work and work product will be based on the files and documents the Debtors provide to us.

Our fees for such services will be at our hourly billing rate plus out-of-pocket expenses. SST's standard hourly rates are \$250-\$200 per hour for partners; \$175 to \$125 for CPA's and \$100 to \$75 for administrative staff and bookkeepers.

We will divide our fees and expenses equally between the three debtors.

The parties acknowledge that this engagement commenced on August 23, 2018.

If we receive information during the course of this engagement that would make our continued involvement inappropriate, we will inform the Debtors of this immediately and we reserve the right to withdraw from providing any additional services in this matter. It is also understood between the parties to this agreement that we may terminate this engagement for any reason, or for good cause. Should we believe we are asked to consult on matters which we do not believe we are qualified we will advise the Debtors as such immediately. This will put you on notice to engage another accountant if necessary to address such matters.

If this letter correctly describes our engagement, please have this letter included in the application to employ us to be filed with the court.

Sincerely,

SCHMUCK, SMITH, TEES & CO., P.C.



Linda A. Schmuck